

03-23-1999



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To the Honorable Commissioner of Patents and Trademarks: P

original documents or copy thereof.

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OPR/FINANCE

1. Name of conveying party(ies):

L-7 Designs, Inc.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 15, 1999

2. Name and address of receiving party(ies)

Name: Jones Investment Co., Inc.

Internal Address: Suite 534

Street Address: 300 Delaware Avenue

City: Wilmington State: DE ZIP: 19810

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/501,570

B. Trademark Registration No.(s)

2,001,962

1,761,463

1,792,677

1,756,954

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Barry H. Fishkin, Esq.

Internal Address: Phillips Nizer Benjamin
Krim & Ballon LLP

Street Address: 666 Fifth Avenue

City: New York State: NY ZIP: 10103

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/22/1999 JSHABAZZ 00000203 75501570

DO NOT USE THIS SPACE

01 FC:401 40.00 DP
02 FC:402 100.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John F. Wilk
Name of Person Signing

[Signature]
Signature

March 16, 1999
Date

Total number of pages including cover sheet, attachments, and document: 7

ASSIGNMENT OF TRADEMARKS

(U.S.A.)

WHEREAS, L-7 DESIGNS, INC., a corporation organized and existing under the laws of the State of Texas, located and doing business at 8918 Governors Row, Dallas, Texas 75247, hereinafter referred to as ASSIGNOR, has adopted, used, is using, and is the owner of all right, title and interest in and to: (a) the trademarks set forth on Schedule A annexed hereto and made a part hereof, in connection with the categories of use set forth therein, (b) the United States trademark registrations and applications set forth on Schedule B annexed hereto and made a part hereof and all of the trademarks set forth therein (hereinafter, the trademarks listed on Schedule A and the trademarks, registrations and applications listed on Schedule B are collectively referred to as the "TRADEMARKS"), and (c) the goodwill of the business connected with the use of and symbolized by the TRADEMARKS, together with the right to sue for infringement thereof; and

WHEREAS, JONES INVESTMENT CO., INC., a corporation organized and existing under the laws of the State of Delaware, located at 300 Delaware Avenue, Suite 534, Wilmington, Delaware 19810-1622, hereinafter referred to as ASSIGNEE, is desirous of acquiring all the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS together with the goodwill of the business connected with the use of and symbolized by the TRADEMARKS; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the sufficiency and receipt of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, transfers and assigns to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the TRADEMARKS together with the goodwill of the business connected with the use of and symbolized by such TRADEMARKS; and

ASSIGNOR does also hereby irrevocably sell, transfer and assign to ASSIGNEE, all claims for damages by reason of past infringement of the TRADEMARKS together with the goodwill of the business connected with the use of and symbolized by the TRADEMARKS and the right to sue for and collect the same; and


ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States to record the trademark registrations and applications listed in the annexed Schedule B as the property of ASSIGNEE; and

ASSIGNOR further agrees to execute such other and further documents as may be required to effectuate this Assignment, including such other documents that must be, or in the reasonable judgment ASSIGNEE should be, filed to record ASSIGNEE as the owner of the TRADEMARKS herein assigned.

SM

IN WITNESS WHEREOF, ASSIGNOR has subscribed hereto, this
day of March, 1999.

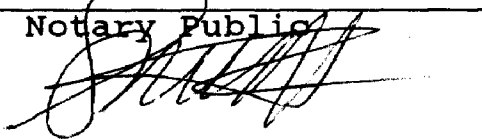
L-7 DESIGNS, INC.


By: _____
Name: Todd Oldham
Title: Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

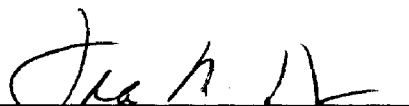
On this 15th day of March, 1999 before a Notary Public appeared TODD OLDHAM, known to me to be the person who signed and sealed the foregoing ASSIGNMENT OF TRADEMARKS, and acknowledged that he executed the same pursuant to direction of the Board of Directors of I-7 DESIGNS, INC.

SUNG CHUL WHANG
Notary Public, State of New York
No. 02WH6018093
Qualified in New York County
Commission Expires December 28, 2000

Notary Public


ACCEPTED BY ASSIGNEE this 15th day of March, 1999.

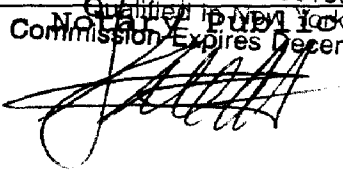
JONES INVESTMENT CO., INC.

By: 
Name: Ira M. Dansky
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of March, 1999 before a Notary Public appeared Ira M. Dansky, known to me to be the person who signed and sealed the foregoing ASSIGNMENT OF TRADEMARKS, and acknowledged that he executed the same pursuant to direction of the Board of Directors of JONES INVESTMENT CO., INC.

SUNG CHUL WHANG
Notary Public, State of New York
No. 02WH6018093
Qualified in New York County
Commission Expires December 28, 2000

Notary Public


SCHEDULE A

List of Trademarks

<u>Marks</u>	<u>Goods and Services</u>
TODD OLDHAM ¹	(i) footwear, apparel, fragrance/cosmetics, jewelry, eyewear, and accessories for all of the foregoing categories; and (ii) the operation of retail establishments under the name "Todd Oldham" and all derivatives and variations thereof as they relate to the above-described product categories including, without limitation, "TO ² ".
TO2	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.
X7	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.
X7 TODD OLDHAM	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.
TIMES SEVEN	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.
TIMES SEVEN BY TODD OLDHAM	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.
TODD TIME	footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.

¹ Including all right, title and interest which Todd Oldham possesses in his name as a common law trademark, trade name or designation of origin.



footwear, apparel, fragrance/cosmetics, jewelry, eyewear, home furnishings and accessories for all of the foregoing categories.



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